

**STATE OF MINNESOTA
2020 CARES ACT GRANT AGREEMENT**

This Agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Anoka County, 2100 3rd Avenue, Suite 300, Anoka, MN 55303 ("Grantee").

Recitals

- 1 Under Minnesota Laws 2020, Chapter 77, section 4, Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 6 of that section, and State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act.
- 4 State is in need of assistance to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 election cycle.
5. Grantee is responsible for elections within their county and is in need of funds to take the necessary steps to so respond in a complete manner.
6. Grantee represents that it has insufficient resources to respond in a complete manner without the grant amount provided pursuant to this agreement.

Agreement

1 Effectiveness of Agreement

- 1.1 **Effective date:** July 24, 2020, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes §16B.98, Subd. 11, Grantee submitted and State approved a work plan and budget as part of the Grant Application, incorporated herein. Per Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed, and Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 **Expiration date:** December 31, 2020, or when all funds applied for and provided to Grantee by State have been expended, or returned pursuant to paragraph 4.4, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the fulfillment of this Agreement: 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

- 2.1 **Activities.** Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the federal and state purposes permitted under Public Law 116-136 and Minnesota Laws 2020, chapter 77, section 4, subdivision 4, which are incorporated into this Agreement, and as set forth in the Grant Application previously submitted by Grantee, incorporated herein, and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under

this agreement.

2.2 Award and Matching Funds. Grantee is hereby awarded \$272,782.08. Grantee must match the funds expended from this grant with local funds equivalent to 20% of the grant, or 25% of the funds expended on electronic roster systems.

2.3 Expenditures. Grantee will expend the funds only for the federal and state purposes and as described in the Grant Application submitted by Grantee, which is incorporated into this Agreement, except as set forth in paragraph 2.4 of this Agreement.

Grantee will expend funds granted by this Agreement as well as the required match, on preparations for and the necessary events connected with the primary election to be held August 11, 2020 and the general election to be held November 3, 2020, at which federal offices are on the ballot, no later than November 16, 2020, and will return all unspent grant funds to the State by December 31, 2020.

2.4 Municipalities. Grantee must work with municipalities within Grantee's jurisdiction to determine a fair, equitable, and mutually agreeable method for allocating grant funds within Grantee's jurisdiction and between municipalities. Grantee and municipalities must enter into an agreement stating the allocation and that the municipality is subject to the same terms as Grantee with respect to these funds. If no agreement is reached by September 8, 2020, Grantee must allocate and distribute the funds based on the default allocation contained in Section G of the Grant Agreement in Exhibit A. If the default allocation is used, the governing body of both Grantee and each municipality receiving funds must approve a resolution setting forth the allocation, and that by accepting the funds, the municipality is subject to the terms set forth in paragraphs 1 through 5; 7 through 11; and 13 through 16 of this Agreement as if it were the Grantee.

Grantee must report the allocation to municipalities within Grantee's jurisdiction to State by September 15, 2020. At the time of that report, Grantee must also certify that they have written agreements with municipalities regarding the allocation and terms, or that the County has utilized the default allocation.

2.5 Reporting Requirements. Grantee shall report to the State as specified in this Agreement.

2.5.1 Progress Reporting. Grantee shall submit, by November 16, 2020, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent from this grant in calendar year 2020 for authorized expenses or electronic roster systems, a description of each expense or purchase, and how much of the grant award is unexpended and is being returned, if any, and the total of the proportionate match required by Minnesota Laws 2020, Chapter 77, section 4.

2.5.2 Other Requirements. Grantee must maintain financial records for each grant sufficient to satisfy audit standards or other reporting requirements and must transmit those records to the secretary of state upon request of the secretary of state.

2.5.3 Evaluation. State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.

2.5.4 Requirement Changes. State may modify or change all reporting forms at their discretion during the grant period.

2.5.5 Special Requirements. The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.6 Accounting Requirements - Fiscal Control and Accounting Procedures.

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

2.7 Alterations in Spending Plan.

Any changes in the purposes for which this grant is spent that are still within the federal and state purposes, or adjustments in local allocations, from those set forth in the grant application, must be agreed to by the State.

3 Time

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration. The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
- (2) **Total Obligation.** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

4.2 Fiscal Requirements. Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

4.2.1 Financial Guidelines. Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee or municipalities with an agreement with Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

4.2.2 Records. Grantee must retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State, including but not limited to a final report prior to the end of the term of the Agreement

4.3 Payment Invoices. State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 Conditions.

- (1) Payments under this Agreement will be made from federal and state match funds

appropriated by Minnesota Laws, 2020, Chapter 77, section 4. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.

- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for the federal and state purposes.
- (3) Grantee assures that these grant funds are required for the federal and state purposes because Grantee has insufficient funds to respond completely to the coronavirus pandemic.
- (4) Grantee will return all funds unexpended for the federal and state purposes on November 16, 2020 to OSS no later than December 31, 2020,

5 *Satisfaction*

All duties required and agreements or assurances provided by Grantee in this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 *Authorized Representative*

State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative Cory Kampf, Finance & Central Services Division Manager 2100 3rd Avenue, Suite 300, Anoka, MN 55303 (763) 324-1751 cory.kampf@co.anoka.mn.us.

Grant payment will be made to:

Anoka County

Federal ID Number: 41-6005752

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 *Assignment Amendments, Waiver, and Agreement Complete*

7.1 *Assignment*

Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State, approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 *Amendments*

Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 *Waiver*

If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to enforce it.

7.4 *Agreement Complete*

This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8 *Liability*

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees.

9 *Audits and Reports*

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, including but not limited to a final report prior to the end of the term of the Agreement.

10 *Government Data Practices*

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or State.

If Grantee receives a request to release the data referred to in this Clause, Grantee must immediately notify State. State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11 *Workers' Compensation*

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 *Property and Casualty Insurance*

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of any electronic roster systems purchased with funds from this grant. Any deductible shall be the sole responsibility of Grantee.

13 *Governing Law, Jurisdiction, and Venue*

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue

for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Termination.

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee.

16 Grantee Procurement

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing items or equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Agreement No. _____

2. GRANTEE (County)

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE (Office of the Secretary of State)

By: _____

(with delegated authority)

Title: Director of
Elections _____

Date: _____

Distribution: Grantee
State's Authorized Representative